



2024:DHC:9222



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Date of Decision : 28.11.2024+ **ARB.P. 1521/2024**

M/S SINGER INDIA LTD

.....Petitioner

Through: Ms. Hema Singh, Advocate.

versus

M/S. AJAY INDUSTRIAL POLYMERS PVT. LTDRespondent

Through: Mr. Rohan Sharma and Mr. Chandan
Malav, Advocates.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the A&C Act') seeks constitution of an arbitral tribunal to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in the context of a Mould Manufacturing Agreement dated 27.09.2021, whereby, the respondent agreed to manufacture and supply moulds for 25 litres, 15 litres and 03 litres Geyser along with one additional set of ejectors for the petitioner.
3. Disputes between the parties have arisen on account of the alleged monetary entitlement of the parties.
4. The agreement between the parties contains an arbitration clause as under :-

*"18.Disputes / Arbitration**In respect of any and all disputes in relation to, concerning or*



otherwise arising out of this Agreement, both parties shall negotiate with a view to arrive at an amicable settlement. However, if no settlement is reached within a period of 15 (fifteen) days from the date of dispute, such dispute shall be referred to the arbitration of a mutually agreed sole Arbitrator and adjudicated in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act") and Rules made thereunder. The arbitration proceedings shall be conducted before a sole arbitrator appointed mutually by the Parties within 30 (thirty) days of issue of notice invoking the arbitration. The decision of the Arbitrator shall be final and binding on both Parties. The arbitration proceedings shall be in English and the venue and seat for such arbitration shall be at Delhi."

5. There is no controversy about the existence of the arbitration agreement in the present case.
6. Respective counsel for the parties are in agreement that an independent sole Arbitrator be appointed by this Court to adjudicate the disputes between the parties.
7. Consequently, as jointly prayed, Mr. Vineet Jhanji, Advocate (Mob. No.: +91 9811191912) is appointed as the sole Arbitrator to adjudicate the disputes between the parties.
8. The learned sole Arbitrator shall decide the claims/counter-claims on merits and in accordance with law and also deal with any preliminary objections as to the jurisdiction that may be raised by the parties.
9. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosure as required under Section 12 of the A&C Act.
10. It is jointly requested by the parties that the arbitration shall be held under the aegis and as per the Rules of Delhi International Arbitration Centre (DIAC), and the payment of arbitrator's fee and arbitration cost, shall



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be governed by the said Rules. It is directed accordingly.

11. It is also agreed by the parties that the arbitration shall remain confined to the parties to the agreement and no non-signatories shall be impleaded in the said proceedings.

12. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the case.

13. The present petition is allowed in the above terms.

SACHIN DATTA, J

NOVEMBER 28, 2024/r